EXHIBIT 2

A true and correct copy of the GSE - JBHA Contract, dated January 21, 1996, that appoints JBHA as GSE's exclusive representative in North America to sell all of its product and services related to its line of flexible hyperbaric chambers.

SALES REPRESENTATION AGREEMENT

This Sales Representation Agreement is between GSE (Giunio Santi Engineering), s.r.l., located at Piazza Bergamo, 18, 24040 Zingonia (BG), Italy, hereinafter called "Manufacturer," and J.B. Hughes and Associates, located at 4656 Mission Bell Lane, La Mesa, CA 91941, hereinafter called "Representative." This Agreement is effective upon the final date of execution by both of the parties below.

NOW THEREFORE, in consideration of the promises made by both parties to each other, it is agreed as follows:

I. Appointment

Manufacturer hereby appoints Representative as its exclusive representative in the territory specified below to sell all of Manufacturer's products and services related to its line of Flexible Hyperbaric Chambers, and as its non-exclusive representative for the same products and services in other parts of the world as opportunities may arise.

II. Territory

The "Territory" is North America and the neighboring islands.

III. Representative Responsibilities

The general responsibilities of Representative in supporting Manufacturer's efforts include, but are not limited to, the following:

A. Promote, exploit and expand the sale of Manufacturer's products in the Territory. Representative will identify and advise Manufacturer of sales opportunities, arrange and participate in meetings with prospective customers, assist in the preparation of proposals, negotiate sales transactions, assist in the administration of sales contracts and assist in the preparation of product advertising material;

B. Come to Manufacturer's facility when requested by Manufacturer and acquaint itself with all phases of Manufacturer's production capabilities and products;

C. Participate in collections from Representative's customers as requested by Manufacturer; and

D. Offer advice, guidance and assistance as requested on marketing and sales planning of Manufacturer's products world-wide.

IV. Manufacturer's Responsibilities

The general responsibilities of Manufacturer toward Representative include, but are not limited to, the following:

A. Furnish Representative, without charge, promotional, sales, pricing and technical information, literature and brochures on an ongoing and current basis;

GSE ______ JBH ______

B. Provide prompt replies to customer inquiries that are beyond the scope of knowledge and responsibilities of Representative; and

C. Assure that the latest sales, service and other technical information is available to Representative and current on all product changes and upgrades.

V. Commissions

The commission structure may be updated from time to time by mutual agreement of the parties, but will initially be as follows:

A. For all sales in the Territory, Representative will receive commissions in accordance with Exhibit A hereto, "Representative Commissions;" and

B. For all sales outside of the Territory, for which Representative has been requested to participate, by Manufacturer, and has provided marketing, sales or other assistance, a commission will be established on a case-by-case basis.

VI. Expenses

All expenses incurred by Representative will be borne by Representative except those expenses, such as travel and conference expenses that have been requested by Manufacturer, and which Manufacturer has specifically agreed in advance to pay.

VII. Prices and Terms

All sales contracts or purchase orders shall be subject to final approval by Manufacturer. Representative shall conduct all business as an independent contractor and shall have no authority to bind Manufacturer to any pricing or terms not approved by Manufacturer.

VIII. Confidentiality

Representative agrees to maintain appropriate confidentiality with respect to Manufacturer's prices, product plans and other proprietary data that has been provided to Representative in confidence and identified as confidential information. Representative will use such data only for the purpose of sale of Manufacturer's products and services, unless Manufacturer's prior approval is obtained.

IX. Term

The term of this Agreement shall be five (5) years from the final date of execution by both parties, and may be extended by the mutual agreement of both parties. The Agreement may be terminated by sixty (60) day written advance notice by either party.

X. Entire Agreement

This Agreement constitutes the entire agreement between the parties. There are no other agreements, arrangements, representations or understandings between the parties. This Agreement may not be modified except in writing, with the modification duly executed by both parties.

CSE [signature] JBH [signature]

IN WITNESS WHEREOF,

Manufacturer and Representative have affixed their signatures hereto as the day, month and year written below.

MANUFACTURER	REPRESENTATIVE
Giunio G. Santi	Joseph B. Hughes
President	President
Title	Title
Giunio Santi Engineering, s.r.l.	J.B. Hughes and Associates
Company	Company
1/21/96	1/21/96
Date	Date

GSE ______ JBH ______

Exhibit A

REPRESENTATIVE COMMISSIONS

GSE Flexible Hyperbaric Chambers

(Prices in US$)

Model	GSE Price	Commission	Selling Price
30" Chamber Standard	13,120	2,440	15,560
30" Chamber Light	15,920	2,940	18,860
48" Chamber Standard	18,360	3,440	21,800
48" Chamber Light	21,025	3,875	24,900
60" Chamber Standard	23,685	4,375	28,060
60" Chamber Light	26,055	5,125	31,180
30" Lock Standard	11,250	2,090	13,340
30" Lock Light	13,125	2,440	15,565
48" Lock Standard	14,690	2,730	17,420
48" Lock Light	16,800	3,125	19,925
60" Lock Standard	18,690	3,475	22,165
60" Lock Light	20,875	3,880	24,755

Prices inclusive of flexible hyperbaric chamber/lock and standard accessories.
Prices exclusive of taxes, freight, customs, insurance, etc.

Payment terms: 30% down payment and 70% in irrevocable letter of credit exercisable against shipping documents
Delivery time: 90 calendar days for low rate production (or less than five units per order)
60 calendar days for six or more units (until rate exceeds vendor capacity)

GSE [signature] JBH [signature]